

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Fleishman-Hillard Inc.

2. Registration Number

5801

3. Primary Address of Registrant

200 North Broadway
St. Louis, MO 63102

4. Name of Foreign Principal

Embassy of Japan in the United States of America

5. Address of Foreign Principal

2520 Massachusetts Avenue, NW, Washington, DC 20008

6. Country/Region Represented

Japan

7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Ministry of Foreign Affairs, Japanb) Name and title of official with whom registrant engages
Yuki Sugiyama, Public Affairs Officer

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
January 30, 2021	Kelly Garner	/s/ Kelly Garner
	Corporate Controller, Sr. VP & Sr. Partner	
	Fleishman-Hillard Inc.	

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Fleishman-Hillard Inc.

2. Registration Number

5801

3. Name of Foreign Principal

Embassy of Japan in the United States of America

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 1/21/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Fleishman-Hillard Inc. (Registrant) has entered into a contract with the Embassy of Japan in the United States of America (Embassy of Japan) to provide advice and recommendations regarding the Embassy of Japan's social media. The advice will be provided pursuant to a Letter of Agreement entered into by the parties as of January 21, 2021, and accompanying Statement of Work and will be provided on a fixed-fee basis. Registrant's advice will be provided to the Embassy of Japan in the form of a report outlining best practices and recommendations for the Embassy of Japan's social media accounts.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant has been engaged to conduct a review and analysis of the Embassy of Japan's social media accounts. Registrant will analyze those accounts in comparison with accounts from other similarly situated organizations and will provide the Embassy of Japan with recommendations and best practices for the Embassy of Japan to consider for future engagement via social media with the US public and subject matter experts.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☐ No ☒ *

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

* Registrant's advice will be provided to the Embassy of Japan only; Registrant's activities will not involve outreach to or engagement with the US government or US public.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒ *

* Registrant previously performed services on behalf of the Office of the Prime Minister of Japan, a different Japanese government entity. Such services were described in Exhibits A and B previously filed by Registrant in connection with that foreign principal, as well as in Registrant's Supplemental Statement filings.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
------	-----------	---------	--------

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
January 30, 2021	Kelly Garner	/s/ Kelly Garner
	Corporate Controller, Sr. VP & Sr. Partner	
	Fleishman-Hillard Inc.	

08, December 2020
REVISED: 19 January, 2021

Embassy of Japan in the United States of America
2520 Massachusetts Avenue, NW, Washington, DC 20008
Attn: Yuki Sugiyama

CONFIDENTIAL

re: Letter of Agreement ("LOA")

Thank you for the opportunity to work with **Embassy of Japan in the United States of America (Embassy)**. While we negotiate the terms of a more detailed agreement ("Service Agreement"), this Letter of Agreement ("LOA"), effective as of January 21st ("Effective Date"), confirms the understandings and agreements regarding this engagement between [short form name] and Fleishman-Hillard Inc., using the trademark FleishmanHillard ("FH"). This LOA will expire upon the signing by the parties of the Service Agreement, or as of 31 March, 2021, whichever occurs earlier. This LOA may be extended in writing signed by both Client and FH, or may be terminated in the manner set forth below.

1. *Engagement.* Client hereby engages FH to furnish professional communications services ("Services") as described in the Scope of Work ("SOW") set forth in Exhibit A attached hereto. FH agrees to confer regularly with Client on status, issues and questions as they arise during the term of service.
2. *Professional Fees.* FH's fees for professional services under this LOA will be billed to Client at FH's standard hourly rates in effect at the time service is rendered, and total fees hereunder will not exceed the total fee amount set forth in the SOW unless agreed to in writing by the parties.
3. *Expenses and Third Party Costs.* In addition to professional fees, Client agrees to pay the out-of-pocket expenses incurred by FH on behalf of Client in FH's performance of Services under this LOA. Charges for vendors, production services and contractors, media buys, and major purchases, etc. are not included in professional fees or minor out-of-pocket expenses listed in the SOW, and will be charged separately. If out of pocket expenses or third party costs are anticipated by FH to exceed \$5,000 (individually or in the aggregate) per month, FH will pre-bill Client in advance, and Client will pay FH in time to enable FH to pay such costs and expenses by the time they are due. **No expenses are projected for this SOW or project.**
4. *Billing and Invoices.* In addition to pre-billed costs and expenses described above, FH will send Client a monthly invoice for fees and other costs and expenses incurred in the period prior to the invoice date. In addition to paying pre-bills by due dates specified therein, Client will pay FH's invoices within thirty (30) days following receipt. FH reserves the right, in case (a) credit insurers decline coverage, or revise or withdraw coverage on Client or (b) Client's credit rating (through Euler Hermes or other source) adversely changes, to change the requirements as to terms of payment under this LOA (including the right to require payment in advance) for FH's fees, costs and expenses.
5. *Confidentiality.* a. During this LOA, either party (a "Disclosing Party") may disclose to the other party (a "Receiving Party") non-public business information, including but not limited to, financial data, pricing, rates, intellectual property or technology, products or services, strategies, personnel information, methodologies or other information that a reasonable person would consider confidential from the nature of the information or circumstances of disclosure ("Confidential Information"). Each Receiving Party shall safeguard and keep confidential the other party's Confidential Information, and will use such Confidential Information only as necessary to perform this LOA. Each party will limit the use of, and access to, the other party's Confidential Information to team members who have a need to know such information under this LOA. Each Receiving Party will protect and will require and be responsible for its employees and contractors agreeing to protect the other party's Confidential Information to the same extent required by this LOA. Each Receiving Party shall not disclose the other party's Confidential Information to any third-party unless such third-party has signed a confidentiality agreement protecting such information.
b. The above confidentiality and use restrictions do not apply to information (Confidential or otherwise) that: (i) is or becomes publicly available without breach of this LOA; (ii) is received by a Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iii) is developed by a Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) is required to be disclosed by a Receiving Party pursuant to law or legal process (e.g. subpoena, warrant or other legal

compulsion), and if permissible, the Receiving Party will provide Disclosing Party prior written notice of such obligation so that such Disclosing Party may oppose disclosure or obtain a protective order. The Disclosing Party may in addition to other available remedies seek injunctive relief to enforce this Section 5.

6. **Ownership.** Upon payment by Client to FH for all fees, costs and expenses due under this LOA, and subject to this Section 6, FH will transfer to Client FH's rights, title and interest in and to the tangible materials, produced or authored by FH and delivered to Client under this LOA ("Materials"). To the extent that all or any part of the Materials does not qualify as a "work made for hire" under applicable law, then upon receipt of payment by FH as stated above, FH hereby assigns to Client FH's right, title and interest therein without further action required by the parties. Notwithstanding the foregoing:

- a. FH retains all of its rights, title and interest in and to "FH Property," which includes (i) all materials owned by or licensed to FH prior to, or separately from, performance of Services under this LOA or any SOW, and all modifications, improvements and enhancements thereof, and (ii) all generic, client agnostic, or proprietary information, ideas, concepts, methodologies, templates, software, processes or procedures used, created or developed by FH in the general conduct of its business, regardless of whether such FH Property is used by FH for Client's benefit, or made available by FH for use by Client. To the extent FH Property is incorporated in Materials produced for Client hereunder, FH hereby grants to Client a non-exclusive, perpetual, worldwide, royalty-free license to use such FH Property (except software) solely as incorporated in and for the use of the Materials; and unless otherwise agreed to in writing signed by the Parties, software as described above may not be used by Client after the term of this LOA.
- b. Notwithstanding the foregoing, all property that would be considered Materials but that was developed or created by anyone other than FH, e.g. talent rights or likeness, photography, artwork, props, music, and software or code including open source ("Third-Party Property") shall remain the sole and exclusive property of such third parties, and Client agrees to use Third-Party Property consistent with the restrictions for such Third-Party Property communicated to Client in writing.

7 **Early Termination.** Either party may terminate this LOA at any time, for any reason, by giving the other party at least fifteen (15) days prior written notice, specifying the effective date of termination. If FH has incurred non-cancellable expenses on behalf of Client, Client agrees to pay such expenses. The parties expressly agree that Sections 4, 5, 6, and 7 will survive expiration or any termination of this LOA.

Each party represents and warrants that the individual signing on its behalf below has the full right and authority to enter into this LOA and to bind such party. If you agree with the terms set forth in this LOA, please sign two copies, return one to FH, and keep one fully executed copy for your files. We appreciate this opportunity to work with you and look forward to a collaborative and rewarding experience!

Very truly yours,

FleishmanHillard

By: 

Michael Adolph, SVP AND Sr. Partner

Signed: 21, January, 2021

Agreed to and accepted as of the Effective Date.

Embassy of Japan (U.S.)

By: 

print name and title

Kenichiro Mukai

Signing Date: 21, January

Minister

Exhibit A

This Exhibit A is incorporated into, governed by and made part of the attached Letter of Agreement (“LOA”) between Client and FH, effective as of signature date by both parties; and unless otherwise defined herein, all capitalized terms in this Exhibit A have the same meanings as defined in the attached LOA.

Scope of Work and Budget (Including Fees and Costs)

The corresponding Scope of Work for all FleishmanHillard activities, subsequent deliverables and corresponding fees and costs related to the above letter of Agreement are as follows, proposed to commence with a kick-off meeting on or about 01/25/21 with a planned final deliverable date of 3/31/21.

Deliverable	Associated Tasks for Completion	Fees/Expenses
<u>D.1</u> Social Media, Today An in-depth Social Media landscape assessment pertaining to Embassy spectrum of interests and best-practice parameters: <ul style="list-style-type: none"> • Pad Versus Organic • Metrics That Matter • High-Impact Platform Differences • Organizational Integration of Social Media • Algorithms • Editorial Planning and Process Overview • Content 	Associated tasks include: <ul style="list-style-type: none"> • Social media channel reviews for Embassy of Japan (audit) • Applications of above learnings to broader studies by FleishmanHillard research and partner research • Presentation output 	Part of total sum for SOW.
<u>D.2</u> Competitive Analysis FH will create a competitive analysis of content, channel and cadence for the top five key “competitors” of the Embassy, based on the Embassy’s initial recommendations.	Associated tasks include: <ul style="list-style-type: none"> • Research and data collection from public sources and proprietary tools that will inform much of the quantifiable information we present related to any competitor set. • Analysis of research, exemplary subject-matter and posts of each competitor. • Overall comparative dashboard providing an overview for executive/summary distribution along with a report. 	Part of total sum for SOW.
<u>D.3</u> Embassy Recommendations Based on the above deliverables as noted, FH will create a cohesive recommendations document.	Associated tasks include: Incorporating learnings and analysis from the above two efforts, we will clarify and present tangible and viable methods to incorporate a range of current best-practice actions into every day social media efforts.	Part of total sum for SOW.
PER PROJECT COSTING		\$10,000.000